

IDAHO TRANSPORTATION DEPARTMENT

INVITATION TO BID

B-436200S

**ANTI-SKID MATERIAL FOR DISTRICT TWO
Reed's Bar Maintenance Shed and Brown's Creek**

January 22, 2007

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

ALL sealed bids must be received by 5:00 pm on February 12, 2007. Sealed bids will be opened at 10:30 am on February 13, 2007 at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of crushing, loading, hauling and delivery of anti-skid materials as per the specifications contained in the above requisition.

Contact Tina Klamt, Purchasing Agent, for Bid Requirements and Clarification at (208) 334-8088

Fax ALL questions regarding this bid to: (208) 334-8824

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

<http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: B-436200S

Bid Close Date: February 12, 2007 5:00 PM

Bid Open Date: February 13, 2007 10:30 AM

Item Bidding: ANTI-SKID MATERIAL FOR DISTRICT 2

Mailing Address

Idaho Transportation Department
Supply Services Purchasing Section
P.O. Box 7129
Boise, Idaho 83707-1129

**INVITATION TO BID (ITD)
IDAHO TRANSPORTATION DEPARTMENT (ITD)**

**ANTI-SKID MATERIAL FOR DISTRICT TWO
Reed's Bar Maintenance Shed and Brown's Creek**

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**INVITATION TO BID (ITB)
IDAHO TRANSPORTATION DEPARTMENT (ITD)**

**ANTI-SKID MATERIAL FOR DISTRICT TWO
Reed's Bar Maintenance Shed and Brown's Creek**

1.0 SPECIAL PROVISIONS

1.1 PURPOSE

The Idaho Transportation Department requests bids from qualified vendors to crush, load, haul and deliver anti-skid materials as per the specifications contained herein.

1.2 SCOPE OF WORK

This work shall consist of crushing, loading, hauling and delivery of Anti-skid materials as directed.

Reed's Bar Location:

- Estimated quantity of Antiskid "Type 1" is approximately 2,000 tons annually. Quantity may be more or less and is to be used for bidding purposes only.

Brown's Creek:

- Estimated quantity of Antiskid "Type 1" is approximately 1000 tons annually. Quantity may be more or less and is to be used for bidding purposes only.

Material must be delivered F.O.B. to the following location (2) indicated:

Reed's Bar Maintenance Shed
S.H. Highway 14, Milepost 30.05
40 Miles East of Grangeville

Brown's Creek
S.H. Highway 14, milepost 16.39
26 Miles East of Grangeville

After Award, the Contract Coordinator will be Mike Ponozzo, Assist. Mtce. Supt., 1-208-799-5090.

The following Special Provisions and All Addenda issued, supplement or modify the 2004 State Standard Specifications, April 2006 Supplemental Specifications and SP-SA Special Provisions-State Aid. This is not a federally funded project.

1.3 CONTRACT TERM

The term of this contract consists of a one (1) year contract with an option to renew for two additional one (1) year periods to provide anti-skid materials per the following specifications, terms and conditions.

- All materials shall be delivered prior to October 15 of each year the contract is in force.
- The following quantities of Antiskid Type 1 are projected and not guaranteed quantities.

- Note: No payment can be made on the first year of this contract prior to July of 2007. Delivery can be made prior to July 2007 if both parties agree.
- Material must be delivered F.O.B. to requested location.

1.4 AWARD OF CONTRACT

Award of contract will be per individual location based on cost. This is not an all or none Contract.

1.5 CONTRACT PRICE ADJUSTMENT CLAUSE

The vendor may request an adjustment at annual intervals from the date of the contract. The percentage increase is not to exceed the latest annual increase in the Consumer Price Index, Table #1, (CPU-U) Commodity and Service group, Commodities less food and beverages. Such adjustment shall be allowed only after:

- The vendor has submitted a written request to the ITD Purchasing Section at least 30 calendar days prior to the proposed implementation date, and provided detailed justification for such an adjustment; and
- The ITD District and Purchasing Section have given written approval of the request adjustment effective on the next annual adjustment date.

1.6 PENALTIES

- The Contractor shall determine his starting date and shall notify the Contract Coordinator 10 days before the starting date.
- All work on this project shall be completed by October 15, of the contract year.
- The penalty amount for failure to complete the work required by October 15 of the contract year will be \$500.00 per day.
- At no time will the total amount of the penalty exceed \$500.00 per day.

1.7 ADDITIONAL CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for damage or injury to State or private property of any character during the prosecution of the work resulting from any act. The Contractor shall restore such property to a condition similar or equal to that existing before such damage or injury was done. All such repairing, rebuilding or restoration shall be at the Contractor's expense.

2.0 MATERIAL SPECIFICATIONS

Antiskid Material shall conform to the **Gradation Type 1**, shown in the 2004 edition of the Idaho Transportation Department Standard Specifications for Highway Construction, "On page 491, Subsection 703.10, Aggregate for Anti – Skid."

2.1 703.10 Add The Following: Moisture content shall be 4% or less at the point of delivery.

2.2 106.03 Add The Following:

The Contractor shall be responsible for gradation testing at the rate of one test per 1,000 tons, but not less than one test per day. Each test will be provided to the Engineer within 24 hours if production is occurring at the time of delivery. If the aggregate is in a pre existing stockpile, all tests will be provided to the Engineer for approval in advance of delivery. The Contractor will also make the stockpile available for the Department to take confirmation tests prior to delivery.

2.3 703.10 Aggregate for Anti – Skid:

Anti-skid aggregate material shall conform to the applicable gradation.

GRADTION TABLE:

Antiskid Type 1

Sieve Size	Percent Passing
3/8"	100
No. 4	0-40
No. 8	0-10
No. 200	0-5

Add the Following:

For gravel sources, a minimum of 70% of the particles retained on the No. 4 sieve shall have a minimum of one Fractured Face as determined by Idaho T-71.

3.0. PROPOSAL GUIDELINES

3.1 Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

3.2 Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

3.3 Irregular Proposals

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.

6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.

3.4 Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

3.5 Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov>, *Information for Consultant, Contractors and Vendors, Bid Information-Non Highway Construction Projects*. The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

3.6 Bidder Challenge to Department Determination

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

3.7 Execution / Award of the Contract

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

3.8 Failure to Execute Contract

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

4.0 TERMS AND CONDITIONS

4.1 Contract Award

Award of contract will be per individual location based on lowest cost. This is not an all or none Contract.

4.2 Contract Term

The term of this contract consists of a one (1) year contract with an option to renew for two additional one (1) year periods to provide anti-skid materials per the specifications, terms and conditions, if mutually agreed upon by both parties. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title or interest therein, without written consent of the Department.

4.3 Payment Requirements

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

4.4 Changes

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

4.5 Claims for Adjustment and Disputes

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

4.6 Compliance

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractor's violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

4.7 Termination

4.7.1 Termination for Default. Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

4.7.2 Termination for Convenience

ITD may terminate the contract or any part of the contract resulting from the RFP without penalty to either party upon fourteen (14) day's written notice. All work completed by the consultant under the contract up to the date of termination becomes the property of the State. ITD will pay the contractor a proportion of the contract amount based on the percentage of completion of deliverables and payment schedule agreed to in the contract.

4.8 Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

BID SCHEDULE

Bidder Name: _____

The following quantities are estimates to be used for bidding purposes only. They are not guaranteed deliverable quantities as quantities may be less or more than what is being represented.

Location	Quantity	Unit Cost	Extended Cost
Reed's Bar	2,000 Tons of Antiskid Type 1		
Brown's Creek	1,000 Tons of Antiskid Type 1		

All prices are to be bid per ton and based on BULK DELIVERY, FOB point of delivery. If you are "not" entering a bid for a selected category enter a "No Bid" for that line item.

INTENTION TO RESPOND
No Fax Cover Sheet Is Required

FAX BACK: 208 334-8824

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSING ON: FEBRUARY 12, 2007 @ 5:00 P.M.

BID OPENING ON: FEBRUARY 13, 2007 @ 10:30 A.M.

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Other Message/Comments: _____

Company Name _____

Individual/Owner's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Phone # _____ Fax # _____

IDAHO TRANSPORTATION DEPARTMENT

SIGNATURE PAGE

Date: _____

Idaho Transportation Department
Supply Services Purchasing Section
3311 West State Street
Boise, Idaho 83703

REQUISITION #: B-436200S

The Idaho Transportation Department is seeking qualified bidders to crush, load, haul and deliver anti-skid materials as per the specifications contained in Requisition Number **B-436200S**.

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

FEDERAL TAX IDENTIFICATION # _____

PUBLIC WORKS CONTRACTORS LICENSE # _____

Contractors Signature/Authorized Signature:

Printed Name

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

**THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR
BID DOCUMENTS!**

B I D P R O P O S A L

TO: IDAHO TRANSPORTATION BOARD
Idaho Transportation Department

In compliance with your invitation for bids to be received **FEBRUARY 12, 2007 @ 5:00 P.M., and opened on FEBRUARY 13, 2007 @ 10:30 A.M.**, the undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to crush, load, haul and deliver anti-skid materials as per the specifications contained in Requisition Number **B-436200S**.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **C O R P O R A T E** CONTRACTORS

Date _____, 2007

Name, Address and Phone Number of Corporation:

_____ Phone Number

Incorporated under the laws of the State of _____

Name & Address of President _____

Name & Address of Secretary _____

Name & Address of Treasurer _____

SIGNATURE

President, Vice President, etc.

State of _____, County of _____ ss. On this

_____ day of _____, in the year _____, before me

_____ (*Notary Public*), personally appeared _____,

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public for _____

Residing at _____

My Commission Expires on: _____

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **PARTNERSHIP**

Date _____, 2007

Name, Address and Phone Number of Bidder:

Phone Number

SIGNATURE:

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of _____, County of _____ ss. On this

_____ day of _____, in the year _____, before me

_____ (*Notary Public*), personally appeared

_____, known or identified to me to be one of the

partners in the partnership of _____ (*Partnership*

Name Signed to Instrument) and the partner or one of the partners who subscribed said partnership

name to the foregoing instrument, and acknowledged to me that they executed the same in said

partnership name.

Notary Public For _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date _____, 2005

Name, Address and Phone Number of Bidder:

Phone Number

SIGNATURE:

(Name & Title, as "Owner")

Address

(Name & Title, as "Owner")

Address

State of _____ County of _____ ss. On this _____ day of _____, in the year _____, before me

(Notary Public), personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

(he/she/they)

Notary Public For _____

Residing at _____

My Commission Expires on: _____

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: _____

STATE OF DOMICILE: _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!

BIDDER CHECKLIST

In order for your bid to be considered, the following must be included with your bid:

1. **Signature Page** signed with an original signature
2. Bid Response
 - Individual, Partnership, or Corporation
 - One of three, depending upon company structure, MUST be completed, signed and notarized
3. Bid Schedule
4. Bidder must complete Domicile Form
5. **All Addenda** must be signed and returned with your Bid Documents.
It is the Bidder's responsibility to verify if an addendum was issued.
6. **ALL BIDS** must be submitted in a sealed enveloped with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
7. **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.